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JUSTICE OF THE PEACE—JURISDICTION—REPLEVIN—VALUE OF PROPERTY—TIME.—PEOPLE'S SECOND BANK V. SANDERSON, 123 N. W. 873 (S. DAK.).—*Held*, that since in replevin before a justice of the peace the value of the property must be determined as of the date the suit was instituted, the justice having found the value of the property at an amount within his jurisdiction, the fact that a jury on appeal to the Circuit Court found the value at a sum beyond the justice's jurisdiction, did not show that the justice had no jurisdiction, or that the value so found was the value at the time the suit was begun. Corson, J., *dissenting*.

In actions to recover personal property the jurisdiction of the justice of the peace is dependent upon the value of the property sought to be recovered. *Bull v. Sledge*, 82 Miss. 749. In some courts the actual value is determined by the value as proved on trial, irrespective of the pleading. *Leslie v. Reber*, 4 Kan. 315. In others, the affidavit in replevin has been held the determining element. *Burt v. Addison*, 74 Mich. 730. While still other cases have adopted the appraised value of the property as the criterion. *Selby v. McQuillan*, 59 Neb. 158. It is well settled that on appeal from a justice of the peace the Appellate Court has only such jurisdiction as the justice had, and if he had no jurisdiction the Appellate Court acquires none. *Kecshan v. State*, 46 Neb. 155; *Kennedy v. Pinnick*, 21 Ill. 591. But where the defendant appeals from a judgment of a justice of the peace to the County Court, the plaintiff may by leave of that court before trial amend his complaint, by increasing his claim for damages to an amount beyond the jurisdiction of the justice, and may recover such increased amount if justice in his case requires it. *Dressler v. Davis*, 12 Wis. 58. And such an amendment will not show that the justice had no jurisdiction. *Sellers v. Lampman*, 63 Wis. 256.

LANDLORD AND TENANT—LEASE—ASSIGNMENT.—FORBES V. GORMAN, 123 N. W. 1089 (MICH.).—*Held*, that where a lease of the first floor and basement of a building permitted the lessee to place electric signs on the outside and on the top of said building, such lessee was not entitled to lease this right to others for profit, but was only entitled to put up a sign on the roof in connection with his own business.

A lessee of premises under a term created by a lease, whether verbal or written, and in which no restriction is placed upon his right to assign or sublet, may give to another the right to occupy such premises, and so long as rent is paid pursuant to such lease the original lessor cannot oust such occupant or sublessee. *Martin v. Sexton*, 112 Ill. App. 199. Under a Massachusetts decision it has been held to be a privilege where a person is given the right by lease to place a sign upon the outer walls of a building. *Pevey v. Skinner*, 116 Mass. 129. And so the relation of landlord and tenant is not created where the owner of property gives to another the right to use a sign board on the roof of his property. *Reynolds v. Van Beuren*, 155 N. Y. 120.

MONEY RECEIVED—MONEY RECEIVED FROM THIRD PERSON.—JONES V. JONES, 104 PAC. 786 (WASH.).—An agent, after effecting a contract for